



**ADVANCED CUSTOMER SUPPORT (“ACS”)
ORACLE CUSTOMER REPLACEABLE UNIT INSTALLATION
SERVICE DESCRIPTION**

This ACS Service Description incorporates by reference the terms of Your order for Oracle Customer Replaceable Unit Installation Service.

A. Description of Service. Oracle will perform the following onsite hardware assistance, the Oracle Customer Replaceable Unit Installation Service (“CRU Service”), for Oracle hardware systems parts designated as Customer Replaceable Units (“CRU”) as described in the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) found in the [Hardware Systems and Support Policies](#):

1. Install and/or de-install server hardware CRU components; and/or
2. Install and/or de-install disk or tape storage hardware CRU components; and/or
3. Install and/or de-install network, communication, cabling and miscellaneous CRU components.

B. Your Obligations and Project Assumptions. You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any Services as set forth in this Service Description. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

1. Your Obligations.
 - a. Maintain the properly configured hardware/operating system platform to support CRU Services.
 - b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of CRU Services.
 - c. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the CRU Services.
 - d. Obtain Oracle Hardware under separate contract and maintain the Hardware under Oracle Premier Support.
 - e. Prior to the commencement of CRU Services, provide Oracle with a single point of contact who will be available to Oracle to coordinate CRU Services at Your location and to accept the delivery of the CRU Services.
 - f. Prior to the commencement of Services, perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by CRU Services.
 - g. Submit service requests for CRU Services through Oracle’s web-based customer support systems or by telephone.
 - h. Download and install all customer installable integrated software updates.
 - i. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing CRU Services in the workspace, and ergonomically correct work stations, etc.).
 - j. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion systems) for the duration of the Services so as to allow Oracle to safely perform the Services.
 - k. Provide complete and accurate information to Oracle regarding the systems, including, without limitation, the serial numbers for the systems.

- l. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
 - m. Provide Oracle with full access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of CRU Services.
 - n. Provide Oracle access to any production environments or shared development environments to the extent necessary for Oracle to perform CRU Services.
 - o. Provide any notices, and obtain any consents, required for Oracle to perform CRU Services.
 - p. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
2. **Project Assumptions.**
- a. De-installation Services do not include packing materials and do not include removal of packing materials from Your site.
 - b. Installation Services will only be performed on parts previously procured through Oracle or an Oracle authorized reseller.
 - c. Any activity not specifically identified within Section A. of this Service Description is considered out of scope and is not included in the scope of or fees for CRU Services. Out of scope services include but are not limited to:
 - 1. Installation of integrated software updates described in the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) and/or
 - 2. Installation of Field Replaceable Units ("FRU") as described in the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#).

You acknowledge that if Oracle's cost of providing CRU Services is increased because of Your failure to meet the obligations listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

- C. **Fees.** You agree to pay Oracle the fees for CRU Services as identified in Hardware and Hardware Support Services table of Your order. All Services and payments are noncancelable and nonrefundable.
- D. **Term.** The term of the CRU Service shall be as identified in Your order ("Term").

Notwithstanding any provision or interpretation of this Service Description to the contrary, upon the expiration of the Term or the termination of this Service Description ("End Date"), Oracle's obligation to provide You with the CRU Service under this Service Description shall terminate.

- E. **Data Privacy.** In performing the Services, Oracle will treat the data that resides on Oracle, Your or third-party systems to which Oracle is provided access to perform CRU Services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for CRU Services have been paid.